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RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

Mr. Greg Issinghoff
Project Manager
California Regional Water Quality Control Board
Central Valley Region, Fresno Office
1685 E Street
Fresno, CA 93706-2020

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
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(Space Above This Line For Recorder's Use Only)

COVENANT TO RESTRICT USE OF PROPERTY
WATER USE RESTRICTION

This Covenant to Restrict Use of Property--Water Use Restriction ("Covenant") is made as of October 26, 2004 by and between the County of Stanislaus (referred to herein as "Covenantor"), and the Central Valley Regional Water Quality Control Board ("Regional Water Board" or "Covenantee").

WHEREAS, immediately preceding the recordation of this instrument, pursuant to Public Law 106-82, the Federal Government conveyed by quitclaim deed to the County that certain real property known as Area A identified on that certain Amended Record of Survey, filed in Book 28 of Surveys Page 56 in the Official Records of Stanislaus County, California ("RECORD OF SURVEY") of the Official Records of Stanislaus County, California ("Record of Survey") consisting of approximately 1351.54 acres of the former NASA Crows Landing Flight Facility, formerly known as the Naval Auxiliary Landing Field, Crows Landing, California, situated in the County of Stanislaus, State of California (the "Property").

WHEREAS, Public Law 106-82 and the quitclaim deed provide that the conveyance to the County shall not relieve any Federal agency of any responsibility under law, policy, or Federal interagency agreement for any environmental remediation of soil, groundwater or surface water.

WHEREAS, because of groundwater contamination adjacent to portions of the Property, a "610 m (2000') pumping exclusion boundary", as shown in the area highlighted on Exhibit A, has been identified by the Covenantee ("Restricted Area"). To protect present and future public health and safety, to ensure the successful remediation of groundwater contamination and to prevent spreading the contamination, Covenantor desires and intends to restrict the use and/or extraction of groundwater in the Restricted Area as described below.

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WHEREAS, This Covenant is given to bind Covenantor and successive owners of the Restricted Area to restrictions on the future use of the Property, which restrictions are for the benefit of the Covenantee.

NOW, THEREFORE, the Covenantor and the Regional Water Board, collectively referred to as the "Parties," hereby agree that the Restricted Area shall be utilized as set forth in this Covenant.

RESTRICTIVE COVENANT

1. Restrictions on Use. The following uses or activities are prohibited within the Restricted Area without the express written permission of the Regional Water Board:

- (a) Construction of groundwater wells for injection or extraction and utilization or consumption of any groundwater within the boundary of the Restricted Area except as expressly stated herein.
- (b) Use (including pumping) of existing supply wells or the drilling of any new wells within the Restricted Area except as expressly stated herein.
- (c) Any other activity on the Restricted Area that would interfere with or adversely affect any groundwater remediation system or cause the contamination to migrate or spread from on the Restricted Area or result in the creation of a groundwater recharge area (e.g., unlined surface impoundments or disposal trenches). Normal landscaping and irrigation activities within the Restricted Area including routine irrigation practices are not prohibited activities.
- (d) Notwithstanding the above, the above prohibited activities shall not apply to: (i) the use of Well #6/8-17R(NASA) when used for emergency or fire suppression purposes only (ii) uses of groundwater approved by the Regional Water Board (iii) uses of groundwater after this Covenant is terminated.

2. Restrictions to Run with the Land. This Covenant sets forth protective covenants, conditions and restrictions ("Restrictions"), upon and subject to which the Restricted Area and every portion thereof shall be held, used, improved, occupied, leased, sold, hypothecated, encumbered and/or conveyed. The Restrictions shall run with the land and be binding upon and inure to the benefit of the Parties, their respective administrators, successors, assigns and their respective agents and employees, including Owners and Occupants. As used in this Covenant, the term: (a) "Owner" means the County, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Restricted Area; and (b) "Occupant" means Owners and any person or entity entitled by ownership, leasehold or other legal relationship to the right to occupy any portion of the Property within the Restricted Area. Upon any Owner delivering Notice (as defined below) of a conveyance or transfer of all or any portion of the Property (or any interest therein) within the Restricted Area, such Owner shall be released from any further obligations under this Covenant with respect to that portion of the Property conveyed or transferred, and the Regional Water Board agrees to look solely to the successor Owner or Occupant for the performance of the Owner's obligations under this Covenant. The Restrictions are imposed upon the entire Restricted Area except as otherwise expressly stated herein.

3. Deemed Concurrence. All persons or entities acquiring any interest in the Restricted Area or any portion thereof shall be conclusively deemed by such acquisition, lease or possession to have irrevocably agreed to the Restrictions for and among themselves and their heirs, successors, assignees, agents, employees, licensees and lessees, and the agents, employees, licensees and lessees of such owners, heirs, successors, and assignees.

4. Incorporation into Deeds and Leases. The Restrictions are hereby deemed to be incorporated by reference into each grant, creation or conveyance of any interest in the Restricted Area occurring after the date this instrument is recorded in the Official Records of Stanislaus County, whether or not referred to in the instrument effecting such grant, creation or conveyance.

5. Notification of Discovery of Activities Affecting Groundwater Systems. Each Owner or Occupant shall notify the Regional Water Board of the discovery of any activities conducted by such Owner or Occupant interfering with or adversely affecting any groundwater extraction, treatment or monitoring installation for the Restricted Area. The applicable Owner or Occupant shall provide the notification in accordance with this section within seven (7) working days after the discovery of the activity and shall include information regarding the type of activity, date of the activity and location of the activity on the Restricted Area.

6. Access. The Regional Water Board, NASA and the U.S. Navy and their respective employees, contractors and agents, shall have reasonable right-of-entry and access to the Property for inspection, monitoring, testing, sampling, installation and monitoring of remedial systems, and other activities consistent with the purposes of this Covenant as deemed necessary by the Regional Water Board, NASA or the U.S. Navy in order to protect the public health and safety or the environment and oversee any required activities.

7. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication of the Restricted Area, or any portion thereof, to the general public or anyone else for any purpose whatsoever.

8. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor: County of Stanislaus
Chief Executive Office
1010 10th Street, Suite 6800
Modesto, CA 95354

To Regional Water Board: Mr. Greg Issinghoff
Project Manager
California Regional Water Quality Control Board
Central Valley Region, Fresno Office
1685 E Street
Fresno, CA 93706-2020

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this section.

10. Enforcement. This Covenant is entered into for the express benefit of Covenantee. Covenantor and/or Covenantee may enforce this Covenant to recover any and all damages recoverable under applicable law for breach in an action at law or in equity.

11. Variance. Covenantor, or any other owner of the Restricted Area or any portion thereof may apply to Covenantee for a written variance from or modification of this Covenant. Covenantee's consent thereto shall not be unreasonably withheld.

12. Termination. Covenantor, or any other owner of the Restricted Area or any portion thereof may apply to Covenantee for a termination of the Restrictions as they apply to all or any portion of the Restricted Area occupied by the applicant. Covenantee's consent thereto shall not be unreasonably withheld.

13. Term. Unless modified or terminated in accordance with paragraphs 1(d) or paragraph 12, by law or otherwise, this Covenant shall continue in effect until the underground contaminants adjacent to the Restricted Area have been remediated.

14. Partial Invalidity. If any provision of this Covenant is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

15. Attachments. All attachments referenced in this Covenant are deemed incorporated into this Covenant by reference.

16. Section Headings. The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

17. Successors and Assigns. This Covenant shall be binding upon and shall inure to the benefit of successors and assigns of the Parties hereto. If the jurisdiction of the Covenantee over environmental matters relating to the Property is at any time delegated to a different governmental agency, such agency shall succeed to the Covenantee's rights hereunder.

19. Counterparts. This Covenant may be executed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Covenant as of the date first set forth above.

By: Paul Caruso
Paul Caruso, Board Chair

Paul Caruso

CENTRAL VALLEY REGIONAL WATER
QUALITY CONTROL BOARD, an Agency
of the State of California

By: Thomas R Pinkos
Mr. Thomas R. Pinkos
Executive Officer

[illegible]

On October 26, 2004, before me, Christine Ferraro Tallman, Clerk of the Board of Supervisors of the County of Stanislaus, personally appeared Paul Caruso, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand. Martina Ferraro Tallman

Christine Ferraro Tallman
Clerk of the Board of Supervisors of the County of
Stanislaus

STATE OF CALIFORNIA,)
) ss.
County of Sacramento.)

On 10/26/04, 2004, before me, TERESA Medeiros, a Notary Public in and for the State of California, personally appeared Thomas R. Pinkos, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the within instrument in his/her capacity and that, by his/her signature on the within instrument, the person or entity upon behalf of which he/she acted executed the within instrument.

WITNESS my hand and official seal.

Signature Teresa Medeiros (Seal)



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WATER USE RESTRICTION

Approved as to form:

Michael H. Krausnick
MICHAEL H. KRAUSNICK
Stanislaus County Counsel

EXHIBIT "A"
See Attached Diagram

